

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 1**

725-030-07  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 4

|   |  |  |
|---|--|--|
| Financial Project No.:<br><u>40762019401</u><br><small>(item-segment-phase-sequence)</small><br>Contract No.: <u>AQO78</u><br>Catalog of Federal Domestic Assistance Number: <u>N/A</u> | Fund: <u>DPTO</u><br>Function: <u>637</u><br>Federal No.: <u>N/A</u><br>DUNS No.: <u>80-939-7102</u><br>Catalog of State Financial Assistance Number: <u>55004</u> | FLAIR Category: <u>088719</u><br>Object Code: <u>750004</u><br>Org. Code: <u>55052000531</u><br>Vendor No.: <u>F596000362006</u> |
|---|--|--|

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and City of Leesburg  
501 West Meadow St., P.O. Box 490630, Leesburg, Florida 34749  
hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on the 20th day of June, 2012,  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$505,021.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
No Change

## 2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$106,276.00  
bringing the revised total cost of the project to \$631,276.00

Paragraph 4.00 of said Agreement is increased by \$85,021.00  
bringing the Department's revised total cost of the project to \$505,021.00

## 3.00 Amended Exhibits:

Exhibit(s) "A", "B" and "D" of said Agreement is amended by Attachment "A".

## 4.00 Contract Time:

Paragraph 18.00 of said Agreement June 1st ,2015

## 5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 40762019401

Contract No. AQO78

Agreement Date N/A

Except as hereby modified, amended or changed, all other terms of said Agreement dated June 20th, 2012 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Leesburg

See attached Encumbrance Form for date of Funding Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Frank J. O'Dea, P.E.  
DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development  
TITLE

Financial Project No. 40762019401

Contract No. AQO78

Agreement Date

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Leesburg  
501 West Meadow St., P.O. Box 490630, Leesburg, Florida 34749

dated

**DESCRIPTION OF SUPPLEMENT (Include justification for cost change):**

Adds additional scope and funds for design/build construction based on bids. Updates Exhibit "A", Project Description and Responsibilities, and Exhibit "D", Single Audit Act Requirements. Changes expiration date from October 1, 2014 to June 1, 2015. No other changes.

| I.  | Project Cost:       | As Approved  | As Amended   | Net Change   |
|-----|---------------------|--------------|--------------|--------------|
|     |                     | \$525,000.00 | \$631,276.00 | \$106,276.00 |
|     | Total Project Cost  | \$525,000.00 | \$631,276.00 | \$106,276.00 |
| II. | Fund Participation: | As Approved  | As Amended   | Net Change   |
|     |                     |              |              |              |
|     | Department:         | \$420,000.00 | \$505,021.00 | \$85,021.00  |
|     | Agency:             | \$105,000.00 | \$126,255.00 | \$21,255.00  |
|     |                     |              |              | \$0.00       |
|     | Total Project Cost  | \$525,000.00 | \$631,276.00 | \$106,276.00 |

Comments:

## EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Leesburg  
501 West Meadow Street, Leesburg, Florida 34749  
referenced by the above Financial Project Number.

PROJECT LOCATION:                      Leesburg International Airport  
    501 West Meadow Street  
    P.O. Box 490630  
    Leesburg, Florida 34749

PROJECT DESCRIPTION:                Upgrade Airfield Lighting to Include Runway 13-31 and  
    Taxiway's "A" and "K" Per Exhibit "A" Scope of Services

### SPECIAL CONSIDERATIONS BY AGENCY:

- 1)     The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

### SPECIAL CONSIDERATIONS BY DEPARTMENT:

- 1)     Joint Participation Agreement Paragraph 4.10(c) is hereby deleted and replaced with the following:  
      “(c) Approval of all plans, specifications, contracts or other obligating documents, where approvals are specifically required by the Department, and all other terms of this Agreement;”

- 2)     Joint Participation Agreement Paragraph 8.30, “Disallowed Costs”, is hereby deleted and replaced with the following:

**“8.30 Disallowed Costs:**     In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement and beyond the expiration date as specified in Paragraph 18.00 of this Agreement, costs which are not provided for in the latest approved budget for the project, costs attributable to goods and or services received under a contract or other arrangements which specifically require approvals by the Department and that have not obtained approvals by the Department, and costs invoiced prior to receipt of annual notification of fund availability.”

- 3)     Joint Participation Agreement Paragraph 12.10, “Third Party Agreements” is hereby deleted and replaced with the following:

**“12.10 Third Party Agreements:**     Only when the Department has determined that approvals are required, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the required written approval of the Department. Failure to obtain such approvals as specifically required shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. In all cases, the Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or

disapprove the employment of the same."

- 4) Joint Participation Agreement Paragraph 15.00, "Plans and Specifications", is hereby deleted in its entirety. Certifications must be provided per Exhibit "C", Section D., Items 23.a.(2) and 23.b. Notwithstanding the provisions of this paragraph, the airport, upon request by the Department, shall provide signed and sealed plans and specifications to the Department for review.
- 5) Joint Participation Agreement Paragraph 22.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".
- 6) Method of Compensation:

Payments: The AGENCY shall submit an invoice for payment, no more frequently than monthly, in a format acceptable to the DEPARTMENT. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and shall be based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager or designee prior to reimbursements. Payment for services shall be made to the AGENCY based upon supporting documentation establishing that the deliverables were received and accepted in writing by the AGENCY. Supporting documentation must also establish that the required minimum level of service was met, and that the criteria for evaluating successful completion were met.

Compensation: For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of \$505,021 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**SCOPE OF SERVICES FOR  
LEESBURG INTERNATIONAL AIRPORT  
AIRFIELD LIGHTING UPGRADES  
RUNWAY 13-31 AND TAXIWAY K  
FDOT ITEM NO. 407620-1-94-01**

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**PROJECT DESCRIPTION**

This project consists of the design and construction of airfield lighting improvements at Leesburg International Airport. Specifically, the edge lighting will be replaced on Runway 13-31 and portions of Taxiway K. The airfield direct buried edge lighting will be replaced with cans and conduit lighting. This project also includes conductor, conduit, duct markers, and any junction cans, ground rods, splice markers, and spare parts as necessary. The project contains the following items:

- ➔ Design and Construct LED Medium Intensity Runway Lighting (MIRL) system for Runway 13-31
- ➔ Design and Construct LED taxiway edge light system for portions of Taxiway K
- ➔ Design and Construct 4w home run duct bank for Runway 13-31 and Taxiway K
- ➔ Design and Construct Electrical Vault Work
- ➔ Conduct field survey (if necessary) to locate existing electrical items, ducts, homeruns, etc.
- ➔ Complete an Operational & Safety Plan following guidance in FAA AC 150/5370-2F or latest edition. This item shall be coordinated with the Airport and Air Traffic Control Tower's (ATCT) staff.

The items listed above will be completed pursuant to all applicable codes, FAA/FDOT standards, and the available project budget funds.

The total engineering and construction cost of the project is \$590,643.84

**PROJECT JUSTIFICATION**

The project includes replacing the edge lighting system which is currently directly buried which results in difficulty maintaining and troubleshooting the system.

**DESIGN**

The design plans were provided to the contractor (H.L. PRUITT CORP) by way of a design criteria package. The contractor is responsible for providing final construction plans. The contractor will retain the services of an airfield electrical engineering consulting firm (AVCON, hereby known as the Engineer) to provide signed and sealed construction plans and to certify the construction has been completed in accordance with the approved construction plans. The engineer will perform the following tasks:

- A. Finalize Plans. Complete the plan set to include, at minimum: Cover Sheet, Summary of Quantities, Project Site Plan with General Notes, Electrical Lighting Plan, Electrical Details, for an estimated total of 40 to 60 Sheets. Slight variation may occur to this list depending upon the scale chosen by the Engineer.

- B. Prepare Technical Specifications. *FDOT/FAA Standard Specifications - latest edition at the time of execution of this Professional Services Agreement* will be used as a basis in the preparation of the technical specifications for the project.
- C. Conduct a 95% Plan Review with Airport. Submit 95% plans to the Airport for approval. A 95% review meeting will be conducted with the Airport. Respond to 95% Airport review comments. Once the Airport comments have been satisfactorily addressed, the 95% documents will be revised to incorporate these comments in the 100% documents.
- D. Submit 100% Documents. Print and submit 3 sets of 100% complete plans and specifications for the Airport to distribute to the FAA, FDOT and others.

## DESIGN DELIVERABLES

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- 95% Plans - Print and submit 3 sets of half size and 3 sets of full size plans for the Airport to distribute to the FDOT and others.
- 100% Plans - Print and submit 3 sets of half size and 3 sets of full size final plans for the Airport to distribute to the FDOT and others.
- Specifications package

## CONSTRUCTION ENGINEERING

The project includes construction engineering phase services as follows: construction administration, control & testing of construction materials, and record drawings.

Construction Administration Phase services to be rendered by the Engineer include:

- A. Conduct one Pre-construction conference.
- B. Preparation of field sketches required to resolve actual field conditions encountered.
- C. Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts.
- D. Reviewing and analyzing laboratory and field test reports and delivery certificates for materials and equipment, as necessary and required by the project scope.
- E. Preparation of Requests for Information (RFI), or review and approval of field directive change orders.
- F. Supervisory Site Visits - The engineer will make supervisory visits to the construction site to observe the progress, safety, and quality of the construction.
- G. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction and prepare the final certification.

## CONSTRUCTION ENGINEERING DELIVERABLES

Preconstruction conference agenda / minutes, shop drawings, change orders, RFI's, and job coordination meeting agenda / minutes – unlimited copies via pdf. (one) paper copy of each if requested by Airport.



## RECORD DRAWINGS

Prepare record drawings based upon record information submitted by the contractor and provide a project closeout report, including the FDOT project certification.

## RECORD DRAWING DELIVERABLES

Record drawings, project closeout report – unlimited copies via pdf. (4) paper copies of each if requested by Airport.

## CONSTRUCTION

Construction will be performed by H.L. PRUITT CORP as awarded by the City. The Contractor will:

- ➔ Furnish all materials, labor, incidentals, and supplies required to construct the project in accordance with the approved plans.
- ➔ Provide performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration, and all paperwork that is required from the Contractor.

The Contractor Services is fully defined in the Contract Documents, which include all documents bound together in the Contract Documents and Specifications, the Drawings, the Addenda, and the Proposal submitted by Contractor.

Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes. All work must be in place; there is no provision for payment for “Materials delivered to site”.

## PAYMENT DELIVERABLES/MILESTONES FOR CONSTRUCTION

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- ➔ Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.
- ➔ Payment will be made based on Periodic Pay Requests listing all work in-place. The Pay Requests will be reviewed by the Airport Staff.
- ➔ Verification of Periodic site visits.
- ➔ Verification of final inspection and submittal of a punchlist and/or Summary Report
- ➔ Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- ➔ Upon completion of the work, execution of the final change order, submittal of all required project completion documents and final inspection by the City of Leesburg and FDOT, the final (100%) payment will be made.

End of Scope

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## **EXHIBIT "D"**

### **SINGLE AUDIT ACT REQUIREMENTS**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Leesburg  
501 West Meadow Street, Leesburg, Florida 34749

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CFSA NUMBER: 55.004

STATE PROJECT TITLE: Aviation Development Grants

STATE AGENCY: Florida Department of Transportation

AMOUNT: \$505,021

PROGRAM OBJECTIVES: The Aviation Grant Program is designed to provide a safe, cost effective, and efficient statewide aviation system. Grant funds assist airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities. In addition, grants are intended to further develop and improve aerospace transportation facilities.

PROGRAM PROCEDURES: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the Internet at

<http://www.dot.state.fl.us/aviation/planning.shtm>). This guidebook is the standard by which all master planning documents will be produced.

Aerospace transportation facility projects must be consistent with the Space Florida Master Plan or the local government spaceport master plan.

**COMPLIANCE  
REQUIREMENT:**

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

**ACTIVITIES ALLOWED:**

**Airport Planning**

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

**Airport Improvement**

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Preservation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (e.g. Aircraft Rescue and Fire Fighting [ARFF] equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(Florida Aviation Project Handbook at  
<http://www.dot.state.fl.us/aviation/flpub.shtm>)

**Land Acquisition**

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the

event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm>)

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### Aerospace Transportation Facilities

Department provides grants for spaceport master plans, layout plans, development studies, capacity projects, and launch support facilities that enable the primary flow of passengers and cargo to space corridors (e.g. facilities located at launch sites/ ranges needed to support launch activities). Projects at horizontal launch facilities also includes aprons, taxiways, runways, drainage, and approach lights.

ALLOWABLE COSTS: See Part Three.

CASH MANAGEMENT: See Part Three.

ELIGIBILITY: Not Applicable.

EQUIPMENT/REAL  
PROPERTY MANAGEMENT: Not Applicable.

**MATCHING:**

**Commercial Service Airports**

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**General Aviation Airports**

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Economic Development**

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**Airport Loans**

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.  
(Florida Aviation Project Handbook at <http://www.dot.state.fl.us/aviation/flpub.shtm> and Section 332.007(6) Florida Statutes)

**PERIOD OF AVAILABILITY:** Not Applicable.

**REPORTING:** Not Applicable.

**SUBRECIPIENT  
MONITORING:** Not Applicable.

**SPECIAL TESTS  
PROVISIONS:** Not Applicable.